

A RESOLUTION AMENDING RESOLUTION NO. 2016-56, WHICH AUTHORIZED THE MAYOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA (CRA) TAX INCENTIVE AGREEMENT WITH SEASONS BUSINESS CENTER, LLC FOR THE CONSTRUCTION OF A 114,500 SQUARE FOOT INDUSTRIAL BUILDING ON SEASONS ROAD IN THE SEASONS BUSINESS CENTER AND FOR THE ASSOCIATED SCHOOL DISTRICT COMPENSATION AGREEMENT, TO REVISE THE AGREEMENT ATTACHED TO SAID LEGISLATION, AND DECLARING AN EMERGENCY.

WHEREAS, this Council, at the April 28, 2016 Council Meeting, authorized the Mayor to enter into a contract with Seasons Business Center, LLC for the construction of a 114,500 square foot industrial building on Seasons Road in the Seasons Business Center; and

WHEREAS, the contract that was attached to Resolution No. 2016-56 was not the correct version and was mistakenly attached to Resolution No. 2016-56; and

WHEREAS, the Economic Development Coordinator is requesting that Resolution No. 2016-56 be amended so that the correct version is attached to the legislation authorizing the CRA Agreement for Seasons Road Business Center II. The correct version does not modify in any manner the employment, payroll or investment commitments of Seasons Business Center, LLC in regards to the current CRA Agreement for Seasons Business Center II and otherwise contains language that is identical to Resolution No. 2015-48 that Council approved for the CRA Agreement for the first building in the Seasons Business Center except for differences relating to the size of the building, investment, parcel numbers, dates and similar details; and

WHEREAS, this Council is desirous of permitting the same;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOW, COUNTY OF SUMMIT AND STATE OF OHIO:

SECTION 1. That Resolution No. 2016-56 be, and the same is, hereby amended to incorporate the attached contract in lieu of the one that had been attached to it.


SECTION 2. That all other terms and provisions of Resolution No. 2016-56, and relating legislation not amended herein, be, and the same are, hereby reaffirmed as if fully reappearing herein.

SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees and subcommittees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 4. That this Resolution was adopted pursuant to Section 4.11 Charter, and is hereby declared to be an emergency measure necessary for the immediate preservation of the public health and safety for the reason that the applicant desires to begin construction of this building as soon as possible, and, pursuant to Section 4.13 Charter, shall take effect upon its adoption by Council and approval by the Mayor, otherwise at the earliest period allowed by law.

ADOPTED BY COUNCIL 5/12/16

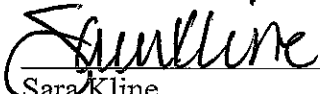
ATTEST

  
Bonnie J. Emahiser  
CLERK OF COUNCIL

  
Mike Rasor  
PRESIDENT OF COUNCIL

FILED WITH MAYOR 5/13/16

APPROVED

  
Sara Kline  
MAYOR

FILED WITH CLERK 5/13/16

APPROVED AS TO FORM

EFFECTIVE DATE 5/13/16

  
Amber K. Zibritosky  
LAW DIRECTOR

**I, Bonnie J. Emahiser, Clerk of Council, do hereby certify that copies of the forgoing were posted in accordance with Section 10.13 C.O.S.**



## CITY OF STOW

### COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement made and entered into by and between the City of Stow, Ohio, a charter City, with its main office located at 3760 Darrow Road, Stow, Ohio, and Seasons Business Center, LLC, an Ohio Corporation with its main offices located at 981 Keystone Circle, Suite 15, Cleveland, Ohio 44131.

WITNESSETH:

WHEREAS, The City of Stow has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area I; and

WHEREAS, Seasons Business Center, LLC is desirous of constructing a 114,500 square foot industrial building (Seasons Business Center II) on Seasons Road in Stow, Ohio, in order to attract industrial tenants (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of The City of Stow, Ohio, by Ordinance No. 1996-215, adopted 11/21/96, designated the area as an "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective December 19, 1996, the Director of Development of the State of Ohio determined that the aforementioned area, designated in said Ordinance No. 1996-215, contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as a Community Reinvestment Area under said Chapter 3735; and

WHEREAS, The City of Stow, having the appropriate authority for the stated type of project, is desirous of providing Seasons Business Center, LLC with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Seasons Business Center, LLC has submitted a proposed agreement application (herein attached as Exhibit A) to the City of Stow and application hereinafter referred to as "APPLICATION;" and

WHEREAS, Seasons Business Center, LLC, Inc. has remitted the required state application fee of \$750.00, made payable to the Ohio Development Services Agency, with the application to be forwarded with the final agreement; and

WHEREAS, the City of Stow Tax Incentive Negotiating Committee has investigated the application of Seasons Business Center, LLC and have recommended the same to the Council of the City of Stow on the basis that Seasons Business Center, LLC is qualified by financial responsibility and business experience to create and preserve development opportunities in said Community Reinvestment Area and improve the

economic climate of the City of Stow; and

WHEREAS, the project site as proposed by Seasons Business Center, LLC is located in the Stow-Munroe Falls City School District and the Board of Education of the Stow-Munroe Falls City School District has been notified in accordance with Section 5709.83 and been given a copy of the application and draft agreement, and the School Board will consider this proposed tax incentive agreement, if required, at the earliest time permitted by ORC 5709.83; and

WHEREAS, pursuant to Section 3735.67 (A) and in conformance with the format required under Section 3735.671 (B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit derived by the parties from the execution hereof, the parties herein agree as follows:

1. Seasons Business Center, LLC shall construct a 114,500 square foot industrial building (Seasons Business Center II) on Permanent Parcel 5619388 on Seasons Road in Stow.

The PROJECT will involve a total investment in real property improvements by Seasons Business Center, LLC of a minimum of \$5,500,000 at the Seasons Road site in Stow, Ohio.

The PROJECT will begin no later than July 1, 2016 and all shell construction will be completed by March 31, 2017. Certain tenant improvements may be completed after this date.

2. Seasons Business Center, LLC construction of the aforementioned industrial building shall result in the creation of 20 new full-time jobs and \$750,000 in new payroll in year one, 20 additional new jobs and \$750,000 in additional total new payroll in year two and 20 additional new jobs and \$500,000 in additional new payroll in year three. For the purpose of this agreement, payroll shall mean the amount of payroll reported to the City of Stow Income Tax Division and shall include any payroll reported from the project site during the construction of Seasons Business Center II.
3. Seasons Business Center, LLC shall require all tenants of Seasons Business Center II to provide the Stow Tax Incentive Review Council any information reasonably required by the council to evaluate the property owner's compliance with the agreement, including returns pursuant to section 5711.02 of the Ohio Revised Code and Form SW-3M, Reconciliation of Stow Income Tax Withheld From Wages, for annual wage verification, if requested by the Council.
4. The City of Stow hereby grants Seasons Business Center, LLC a 15 year tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code and in accordance with the following:

The exemption commences the first year for which the real property improvements would first be taxable were that property not exempted from taxation. No exemption shall commence after

December 31, 2018 nor extend beyond December 31, 2032. The exemption schedule is as follows:

Seasons Business Center, LLC  
Tax Exemption Schedule

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
YEAR 1	100%
YEAR 2	100%
YEAR 3	100%
YEAR 4	100%
YEAR 5	100%
YEAR 6	100%
YEAR 7	100%
YEAR 8	100%
YEAR 9	100%
YEAR 10	100%
YEAR 11	100%
YEAR 12	100%
YEAR 13	100%
YEAR 14	100%
YEAR 15	100%

Seasons Business Center, LLC must file the appropriate tax forms (DTE 23) with the Summit County Fiscal Office to effect and maintain the exemption covered in the agreement.

- Seasons Business Center, LLC shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property, and shall file all tax reports and returns as required by law. If Seasons Business Center, LLC fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
- The City of Stow shall perform such acts as are reasonable, necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
- If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City of Stow revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Seasons Business Center, LLC materially fail to fulfill their obligations under this agreement and City of Stow terminates or modifies the exemptions from taxation granted under this agreement.

8. If Seasons Business Center, LLC materially fails to fulfill their obligations under this agreement or the School District Compensation Agreement which requires Seasons Business Center, LLC to make an annual payment to the City of Stow in an amount that in total is equal to fifty percent (50%) of the real property taxes the Stow-Munroe Falls City School District would have received had the property not been exempted from taxation under this agreement, or if the City of Stow determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City of Stow may terminate the exemptions from taxation granted under this agreement and shall require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement. Notwithstanding the foregoing, if this agreement is terminated by the City of Stow as a result of non-compliance with the employment and payroll requirements in Section 2, the City of Stow shall only require as a repayment of taxes exempted under this agreement an amount, if any, by which (a) the aggregate amount of tax revenue exempted under this agreement by the City of Stow which would have otherwise been payable to the City of Stow through the date of termination exceeds (b) the total property and income tax revenues to the City of Stow for this project through the date of termination.
9. Seasons Business Center, LLC hereby certifies that at the time this agreement is executed, Seasons Business Center, LLC does not owe delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and do not owe delinquent taxes for which Seasons Business Center, LLC is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, Seasons Business Center, LLC currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et. seq. or such a petition has been filed against Seasons Business Center, LLC. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
10. Seasons Business Center, LLC affirmatively covenants that they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
11. Seasons Business Center, LLC and the City of Stow acknowledge that this agreement must be approved by formal action of the legislative authority of City of Stow as a condition for the agreement to take effect. This agreement takes effect upon such approval.
12. City of Stow has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, Seasons Business Center, LLC are committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

13. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Seasons Business Center, LLC or any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.63 or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
14. Seasons Business Center, LLC affirmatively covenant that it has made no false statements to the State or the City of Stow in the process of obtaining approval of the Community Area Reinvestment incentives. If any representative of Seasons Business Center, LLC have knowingly made a false statement to the State or City of Stow to obtain Community Reinvestment Area incentives, Seasons Business Center, LLC shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D) (1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
14. This agreement is not transferable or assignable without the express, written approval of City of Stow, which shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the City of Stow, Ohio, by Sara Kline, its Mayor, and pursuant to Ordinance No. 2016 - \_\_ have caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, and Seasons Business Center, LLC, by Raymon B. Fogg, Jr., its Vice President/Secretary has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**City of Stow**

\_\_\_\_\_  
Sara Kline, Mayor

**Seasons Business Center, LLC**

\_\_\_\_\_  
Raymon B. Fogg, Jr., Vice President/Secretary

**Approved as to Form**

\_\_\_\_\_  
Amber Zibritosky, Law Director

**CITY OF STOW**  
**COMMUNITY REINVESTMENT AREA APPLICATION**

Applicants seeking real property tax incentives through the City of Stow Community Reinvestment Area program must submit the following form for consideration. All applicable information as requested in this form must be provided, and the applicant is responsible for the accuracy of the information submitted.

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1. **APPLICANT INFORMATION:** Please provide the legal name, address and other contact information of the applicant for this request.

- a. Applicant Name(s): Seasons Business Center, LLC
- b. Contact Name(s): Raymon B. Fogg, Jr.
- c. Applicant Mailing Address: 981 Keynote Circle, Suite 15
- d. City/State/Zip: Cleveland, Ohio 44131
- e. Email address: rayfoggjr@fogg.com
- f. Website address: www.fogg.com
- g. Daytime Phone #: 216-351-7976 Fax: 216-351-5686
- h. Federal Tax ID#: 47-3101701

2. **AFFILIATED COMPANY INFORMATION:** If there is/are another company(ies) (Affiliates) that will benefit from the receipt of this economic development incentive program, please list the appropriate contact information for each company as well. (An affiliate is defined as any company in which either the applicant, or applicant's principals, has a financial interest):

- a. Affiliate Name(s): \_\_\_\_\_
- b. Contact Name(s): \_\_\_\_\_
- c. Affiliate Relationship to Applicant: \_\_\_\_\_
- d. Affiliate Mailing Address: \_\_\_\_\_
- e. City/State/Zip: \_\_\_\_\_
- f. Email address: \_\_\_\_\_
- g. Website address: \_\_\_\_\_
- h. Daytime Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_
- i. Federal Tax ID#: \_\_\_\_\_



3. **PROJECT LOCATION:** Please specify the street address of the proposed project:  
 Project Street Address: 542 Seasons Road  
Stow, Ohio 44224
4. **TIME IN BUSINESS:** How long has the company to benefit from the incentive program been in existence? 1 Years 2 Months
5. **INDUSTRIAL CLASSIFICATION:** List primary 6 digit North American Industry Classification System (NAICS) Code of the company to benefit from the incentive program:  
531120

Please list any other significant NAICS Code numbers:  
 \_\_\_\_\_

6. **COMPANY OFFICERS/PRINCIPALS:** Please provide the name of all owners, principals and/or primary officers of the company on the lines below:
- a. Raymon B. Fogg, Sr., President
- b. Raymon B. Fogg, Jr., Vice President/Secretary
- c. Joseph R. Weber, Vice President
- d. Frank S. Kubicki, Treasurer

7. **BUSINESS ORGANIZATION:** Please indicate under which type of organization your company presently operates (check all that apply):
- |   |   |
|---|---|
| a. <input type="checkbox"/> Corporation         | e. <input type="checkbox"/> Franchise       |
| b. <input type="checkbox"/> Sole Proprietorship | f. <input type="checkbox"/> Joint Venture   |
| c. <input type="checkbox"/> Partnership         | g. <input type="checkbox"/> Start-Up        |
| d. <input checked="" type="checkbox"/> LLC      | h. <input type="checkbox"/> Other (specify) |

8. **BUSINESS CLASSIFICATION:** Please describe the type of business in which the applicant, or affiliated company to benefit from the incentive program is involved (check all that apply):
- |  |  |
|--|--|
| a. <input type="checkbox"/> Construction           | e. <input type="checkbox"/> Retail           |
| b. <input type="checkbox"/> Manufacturing          | f. <input type="checkbox"/> Others (specify) |
| c. <input type="checkbox"/> Service                | <u>Lessors of non-residential</u>            |
| d. <input type="checkbox"/> Research & Development | <u>real estate</u>                           |

9. **CURRENT EMPLOYMENT:** For each of the categories listed below, please specify the number of employees currently employed by the applicant, or affiliated company:
- |   |  |
|---|--|
| a. <input type="checkbox"/> Full-time permanent | d. <input type="checkbox"/> Part-time temporary            |
| b. <input type="checkbox"/> Part-time permanent | e. <input type="checkbox"/> Seasonal                       |
| c. <input type="checkbox"/> Full-time temporary | f. <input checked="" type="checkbox"/> None (New Business) |

10. **TOTAL OHIO EMPLOYMENT:** Please indicate the total number of employees employed by the applicant *in the State of Ohio*: 0

11. **CURRENT PAYROLL:** For each of the categories listed below, please specify the dollar amount of payroll for the employees currently employed by the applicant, or affiliate company:

a. \$ <u>N/A</u> Full-time permanent	d. \$ <u>N/A</u> Part-time temporary
b. \$ <u>N/A</u> Part-time permanent	e. \$ <u>N/A</u> Seasonal
c. \$ <u>N/A</u> Full-time temporary	f. <u>N/A</u> None (New Business)

12. **PROJECTED NEW EMPLOYMENT:** If granted an incentive from the City of Stow, for each employment category listed below, please specify the number of employees the applicant, or affiliated company to benefit from the incentive program (*Those to be located at the Stow facility*) will create over a three-year time period:

	Year 1	Year 2	Year 3
a. Full-time permanent	<u>20</u>	<u>40</u>	<u>60</u>
b. Part-time permanent	<u>          </u>	<u>          </u>	<u>          </u>
c. Full-time temporary	<u>          </u>	<u>          </u>	<u>          </u>
d. Part-time temporary	<u>          </u>	<u>          </u>	<u>          </u>
e. Seasonal	<u>          </u>	<u>          </u>	<u>          </u>

13. **PROJECTED NEW PAYROLL:** For each of the categories listed below, please specify the dollar amount of annual payroll for the employment to be created by the applicant, or company to benefit from the incentive program (*Those to be located at the Stow facility*):

	Year 1	Year 2	Year 3
a. Full-time permanent	\$ <u>750,000</u>	\$ <u>1,500,000</u>	\$ <u>2,000,000</u>
b. Part-time permanent	\$ <u>          </u>	\$ <u>          </u>	\$ <u>          </u>
c. Full-time temporary	\$ <u>          </u>	\$ <u>          </u>	\$ <u>          </u>
d. Part-time temporary	\$ <u>          </u>	\$ <u>          </u>	\$ <u>          </u>
e. Seasonal	\$ <u>          </u>	\$ <u>          </u>	\$ <u>          </u>
f. Total Annual Payroll	\$ <u>750,000</u>	\$ <u>1,500,000</u>	\$ <u>2,000,000</u>

14. **USES OF FUNDS:** For each of the categories listed below, please estimate the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

a. Acquisition of Buildings:	\$ <u>          </u>
b. Additions/New Construction	\$ <u>5,500,000</u>
c. Improvements to Existing Buildings:	\$ <u>N/A</u>
d. Machinery & Equipment:	\$ <u>unknown</u>
e. Furniture & Fixtures:	\$ <u>unknown</u>
f. Inventory:	\$ <u>unknown</u>
g. Total New Project Investment:	\$ <u>5,500,000 plus c, d &amp; e</u>

15. **PROJECT TIMELINE:** Project will begin May 1, 2016, 20   and be completed January 31, 2016, 20  .

16. **RELOCATION:** Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes        No Unknown

a. If yes, state the location from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

b. If yes, state the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

c. If yes, what is the projected impact of the relocation, detailing the number and type of employee and/or assets to be relocated (*Those to be located at the Stow facility*)?

17. **CONSOLIDATION:** Will the project involve the consolidation of business operations or assets from another Ohio location? Yes        No Unknown

If yes, please itemize the location, assets, and employment positions to be transferred:

18. **DELINQUENCIES:**

a. Does the applicant, or affiliated company to benefit from the incentive program, owe any delinquent taxes to the State of Ohio or a political subdivision?  
Yes        No X

b. Does the applicant, or affiliated company to benefit from the incentive program, owe any moneys to the State or a state agency for the administration or enforcement of any environmental laws? Yes        No X

c. Does the applicant, or affiliated company to benefit from the incentive program, owe any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?  
Yes        No X

d. If yes to any of the above, please provide details of each instance including, but not limited to, the location, amounts and/or case identification numbers.

19. **LEGAL PROCEEDINGS:** Are there any current or pending law suits involving either the principals or the company? Yes        No X

If yes, provide details below, and attach any supporting documentation related to the law suits.

**20. PROJECT DESCRIPTION:** In the space provided below, please describe the project. This statement should focus on the ability to grow and to expand capacity. Savings, efficiencies and improvements in technology expected as a result of this loan should also be addressed. Describe new products, if any, which will result from the project. Discuss the potential for spin-off industries if this project is funded. State what the company expects to accomplish with the overall project. This should include information on existing as well as planned products, services or business information.

This project will be a 114,500 SF modern industrial/distribution facility. Construction will be pre-cast concrete with clear heights of 32 feet, wide column spacing, ESFR sprinklers, and abundant truck and car access.

Our experience, and based upon our first building in this park, leads us to expect this building to be occupied by companies for uses such as light industry, storage and distribution and associated offices. We plan future buildings on the adjacent vacant land. Often such multi-tenant buildings act as an incubator for growing companies that later occupy larger spaces or other buildings within the same park.

**21. AMOUNT AND TERM OF REAL PROPERTY TAX INCENTIVE:** Please specify the amount of abatement, and the term of the real property tax incentive requested by the applicant covering the project described in SECTION A above:

- a. Tax Incentive amount: 100 %
- b. Tax Incentive term: 15 years

22. **TAX INCENTIVE JUSTIFICATION:** Please specify the applicant's reasons for requesting tax incentives (be as quantitatively specific as possible)

We believe this tax abatement is necessary in order to be competitive with other locations and to induce companies to locate here. In addition, we believe that the rapid occupancy of this building will spur other development in this area.

**TAX INCENTIVE APPLICATION NOTES**

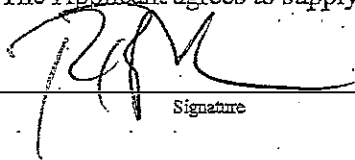
- a. A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.
- b. A copy of the final City of Stow Community Reinvestment Area Agreement will be attached as Exhibit A, and must be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

REQUIREMENTS AND CERTIFICATIONS

The undersigned, duly authorized Officers of the Applicant, hereby certify that the statements made in the foregoing application and in all attachments submitted in connection with this application are true and correct to the best information and belief of the undersigned and are submitted as a basis for determining approval of Community Reinvestment Area tax incentive request.

I/we certify that the requirements listed below will be met:

- a. Submission of this application expressly authorizes the City of Stow to contact the Ohio Environmental Protection Agency to confirm statements contained within this application, and to review applicable confidential records. As part of this application, the applicant may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation, to release specific tax records to the City of Stow for consideration of this request.
- b. The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
- c. The Applicant agrees to supply additional information upon request.

  
\_\_\_\_\_  
Signature

4-5-16  
\_\_\_\_\_  
Date

SEASONS BUSINESS CENTER, LLC BY: Raymon B. Fogg, Jr., Vice President  
Name and Title of Property Owner (Typed or printed)

\*\*\*\*\*

Submit completed application to: Economic Development Coordinator  
City of Stow  
3760 Darrow Road  
Stow, Ohio 44224

[ktrenner@stow.oh.us](mailto:ktrenner@stow.oh.us)

Phone: (330) 689-2810  
FAX: (330) 689-2827

## SCHOOL DISTRICT COMPENSATION AGREEMENT

This Agreement is between the City of Stow, Ohio with its main office located at 3760 Darrow Road, Stow, Ohio 44224 (hereinafter referred to as "the City") and Seasons Business Center, LLC, with its main offices located at 981 Keynote Circle, Suite 15, Cleveland, Ohio 44131 (hereinafter referred to as "Developer").

WHEREAS, Developer is desirous of constructing a 114,500 square foot building on Seasons Road (Seasons Business Center II) in the Seasons Business Center in Stow, (hereinafter referred to as "Project") within the boundaries of a certain area that has been designated by Ordinance No. 1996-215 of the Council of The City of Stow, Ohio, adopted November 21, 1996, as a Community Reinvestment Area pursuant to O.R.C. Chapter 3735; and

WHEREAS, the Project would be within the boundaries of the Stow-Munroe Falls City School District; and

WHEREAS, Developer is desirous of obtaining a tax exemption (hereinafter referred to as "Tax Exemption") for the Project, as is more fully described in an agreement between Developer and The City of Stow;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the benefit derived by the parties from the execution hereof, and other good and sufficient consideration, the receipt of which is hereby acknowledge, the parties herein agree as follows:

1. Developer shall make an annual payment to the City in accordance with the schedule and formula set forth in paragraph 2 of this Agreement. The City shall remit the full amount of this payment to the Stow-Munroe Falls School District as compensation for revenue not received as a result of the Tax Exemption. The City shall submit an invoice to Developer by January 30 of each year that taxes would have been payable if this exemption were not in effect. Each such payment is due on March 1 following the receipt of this invoice. The first such payment shall be due on March 1 of the first year that taxes would have been payable if this exemption were not in effect
2. Developer's annual payment to the City shall be based upon the following formula:

$(\text{Year 1 Tax Value} \times \text{Year 1 School District Millage}) \times 50\% = \text{Developer's Year 1 Payment}$

$(\text{Year 2 Tax Value} \times \text{Year 2 School District Millage}) \times 50\% = \text{Developer's Year 2 Payment}$

$(\text{Year 3 Tax Value} \times \text{Year 3 School District Millage}) \times 50\% = \text{Developer's Year 3 Payment}$

$(\text{Year 4 Tax Value} \times \text{Year 4 School District Millage}) \times 50\% = \text{Developer's Year 4 Payment}$

$(\text{Year 5 Tax Value} \times \text{Year 5 School District Millage}) \times 50\% = \text{Developer's Year 5 Payment}$

$(\text{Year 6 Tax Value} \times \text{Year 6 School District Millage}) \times 50\% = \text{Developer's Year 6 Payment}$

$(\text{Year 7 Tax Value} \times \text{Year 7 School District Millage}) \times 50\% = \text{Developer's Year 7 Payment}$

$(\text{Year 8 Tax Value} \times \text{Year 8 School District Millage}) \times 50\% = \text{Developer's Year 8 Payment}$

(Year 9 Tax Value x Year 9 School District Millage) x 50% = Developer's Year 9 Payment  
 (Year 10 Tax Value x Year 10 School District Millage) x 50% = Developer's Year 10 Payment  
 (Year 11 Tax Value x Year 11 School District Millage) x 50% = Developer's Year 11 Payment  
 (Year 12 Tax Value x Year 12 School District Millage) x 50% = Developer's Year 12 Payment  
 (Year 13 Tax Value x Year 13 School District Millage) x 50% = Developer's Year 13 Payment  
 (Year 14 Tax Value x Year 14 School District Millage) x 50% = Developer's Year 14 Payment  
 (Year 15 Tax Value x Year 15 School District Millage) x 50% = Developer's Year 15 Payment

NOTE: "Tax Value" means the taxable value of the tax-exempt property, were it not subject to any exemption.

3. This Agreement, and Developer's obligation under it, shall be binding upon Developer's successors and assigns. Developer may not transfer or assign this Agreement without the prior express, written approval of the City, such approval not to be unreasonably withheld.

IN WITNESS WHEREOF, the City, by Sara Kline, its Mayor, and Developer, by its duly authorized Vice – President/Secretary, Raymon Fogg, Jr., have caused this Agreement to be executed as of the latest date set forth below.

DEVELOPER:

CITY:

By: \_\_\_\_\_  
 Raymon Fogg, Jr., Vice - President

By: \_\_\_\_\_  
 Sara Kline, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
 Amber Zibritosky, Law Director

Date: \_\_\_\_\_